BANGALORE WATER SUPPLY AND SEWERAGE BOARD

CAUVERY BHAVAN, KEMPEGOWDA ROAD,
BANGALORE – 560 009

TENDERS FOR THE WORK

WORK OF PROVIDING AND LAYING 300MM DIA RCC NP-3 SEWER-LINE TO FACILITATE WHITE-TOPPING JAYAMAHAL ROAD(TV TOWER) TO TAGORE CIRCLE COMING UNDER JAYAMAHAL SERVICE STATION AREA OF AEE NE-2 SUB-DIVISON.

(Through e-procurement portal only)

http://www.eproc.karnataka.gov.in

Office of the Executive Engineer,
BANGALORE WATER SUPPLY & SEWERAGE BOARD
NORTH EAST DIVISION,
18TH CROSS MALLESWARAM, BANGALORE
Telephone – 080 22945124

e-mail – eene@bwssb.gov.in

TENDER REFERENCE :	:	BWSSB /EN-NE/TO/PB/816/ 2024-25 Dated : 30-7-2024
LAST DATE FOR SALE OF TENDER DOCUMENT	:	16-8-2024 @ 16:00 Hrs
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	16-8-2024 @ 16:00 Hrs
PLACE OF OPENING OF TENDER	:	Office of the Executive Engineer, Water Supply & Sanitary Division(North-East), 18th cross, Maleswaram, Bangalore-560055.
TIME AND DATE OF OPENING OF TENDERS	:	20-8-2024 @ 15:00 Hrs
ADDRESS FOR COMMUNICATION	:	Office of the Executive Engineer, Water Supply & Sanitary Division(North-East), 18th cross, Malleshwaram, Bangalore-560055 Telephone – 080 22945124 e-mail – eene@bwssb.gov.in

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SECTION 1:

BANGALORE WATER SUPPLY AND SEWERAGE BOARD

Office of the Executive Engineer, Water Supply & Sanitary Division(North-East), 18th cross, Malleswaram , Bangalore:560055

INVITATION FOR TENDER
(ONLY THROUGH E-PROCUREMENT PORTAL)

www.eproc.karnataka.gov.in

IFT No/ BWSSB / EE(N-E) / TO/PB /815 /2024-25

DATED: 30 -07-2024

For and on behalf of the Bangalore Water Supply and Sewerage Board, Short term **PERCENTAGE/ITEMWAR TENDER is** invited through e-procurement process with tender procedure in line with Rule 28 of the KTTP Act by the Executive Engineer, Water Supply and Sanitary Division (North-East), 18th cross Malleswaram, Bangalore-56011 for the following work from registered Agencies of appropriate class as indicated against each work of **BWSSB/KUWSDB/KPWD,** etc. Who are having adequate financial resources, past experience in similar nature of work possessing valid VAT registration. The Board keeps the right of acceptance or rejection of any tender without assigning any reasons.

The Tenderers are required to pay the Earnest Money Deposit only through e-procurement portal only using any of the four modes.

- (1)Credit Card (Online Payment) 2) Direct Debit Using Internet Banking (Online Payment) 3) Remittance at the Bank Counter - Challan (Offline Payment) (4) NEFT (Offline payment). The details regarding their capability to undertake the tender (as detailed in ITT Clause 4) and the tender shall be uploaded in the website. Tenders will be opened on the date and time mentioned in ITT clause 5 and evaluated. The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.

- Tender documents may be downloaded from 01-8-2024 www.eproc.karnataka.gov.in website only. Interested tenderers may obtain further information at the same address.

- Additional information related to e-procurement process can be obtained through the above mentioned website or contact

e-procurement helpdesk No.**080-2550 1216 / 2550 1227**. The electronic tender will be operated as one stage Tender system.

- Bidders can access tender documents from www.eproc.karnataka.gov.in website only and upload the required details; those are mentioned in different sections in the bid document in to electronic tender on the website. Scanned documents those are required to be furnished as per Section 2, 3 & 4 of the bid document shall be submitted through e- procurement.

- The Tender processing fee once paid will not be refunded.

- The Last date and time for Receipt of tenders will be on **16-8-2024 upto** 16:00 Hrs **and the date of opening of tender will be on 20-8-2024 after 15.00Hrs**.

Sl. No.	**Name of work**	**Amount put to tender (Excluding GST)**	**Earnest Money Deposit @ 2.0% (Minimum of Rs: 50,000) (Including GST)**	**Tender Processes sing fee**	**Period of Completion of work**	**Eligibility Class of Contractor**
1.	**providing and laying 300mm dia RCC NP-3 sewer-line to facilitate white-topping Jayamahal road(TV Tower) to Tagore circle coming under Jayamahal Service Station area of AEE NE-2 sub-divison.. (OTHERS) KW-2**	**Rs. 32,98,197/-**	**Rs. 77,837/-**	As per e-procurement portal	Three Months	Civil Contractor

The Eligibility criterion for the above works is as follows:

- The tender is based on Single Cover System

- Contactors should have Civil Contractor registration in BWSSB or KPWD/KUWSDB etc., Those who does not have BWSSB registration can also participate in the tender provided they should get registered in Board in case the tender is awarded before the issue of Work Order.

- The tender should have in the last 5 years period achieved in at least two financial years an average annual turnover of Rupees not less than the estimated cost i.e., **Rs.38.91 Lakhs.** (Profit and loss account, Balance sheet certified/ audited by chartered accountant).

- Assessed Available Tender Capacity (A*N*2.5-B)>APT.
- **The rates are exclusive of GST.**
- Form of tender is mandatory to upload in e-procurement portal.

- The tender should have satisfactorily completed one similar work to an extent of 50% of the cost of the work i.e. **Rs. 19.45 Lakhs.**

- Third party will be nominated by BWSSB.

- The successful bidder would be required to give performance **bank guarantee of 5%** of the contract amount plus additional security for unbalanced bid amount from a Nationalized / Scheduled Indian Bank, with jurisdiction at Bangalore as specified, towards guarantee for completion of work within the stipulated period.
- Applications / requisitions from joint venture Firms are not acceptable.
- Bangalore Water Supply and Sewerage Board (BWSSB) reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.

- For any additional information regarding the above tender, the firms who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours (10:30hours to 17:00 hours).
- List of documents to support qualification of bidder is to be uploaded to the e-procurement website www.eproc.karnataka.gov.in
- Bidders shall submit offers that comply with the requirements of the bid document, including the basic technical design as

indicated in the drawing and specifications. Alternatives will not be considered. The attention of the bidders is drawn to clause 22 regarding the rejection of the bids, which are not substantially responsive to the requirement of the bid document.

- Other details can be seen in the tender documents.

Further details may be had from this office during the office hours on all working days.

Corrigendum/Addendum/Modification/corrections, if any, will be published in the Web site only.

Executive Engineer
Water Supply & Sanitary Division(N-E)
18th cross, Malleswarm Bangalore-560055.

Tel No.080-22945124 **e mail:eene@bwssb.gov.in**

SECTION 2:

INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

1.1 The ***Executive Engineer (North-East), BWSSB,*** (Referred to as Employer in these documents) invites tenders following **Single Cover e-procurement procedure**, from eligible Tenderers, for the construction of work (as defined in these documents and referred to as "the work") detailed in the Table given in the Invitation for Tenders (IFT).

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

2.2 Tenders from Joint ventures are not acceptable.

3. **Tender capacity:**

3.1 Eligible tenderers will be qualified only if their available tender capacity is more than total tender value. The available tender capacity will be calculated as under.

Assessed available tender capacity = (A*N*2.5 – B)

where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to **2023-24** price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, of ongoing works

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

3.4 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

B. Tender documents

4. Content of Tender documents

4.1 The set of tender documents shall have all the Sections given in Page 2:

Classification of Tender Documents

4.2 A Prospective tenderer requiring any classification of the tender documents may notify the employer in writing or by cable (hereinafter "cable" includes telex, facsimile and e-mail) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for classification which he receives earlier than 15 days prior to the deadline for submission of tendes. Copies of the employers response will be forwarded to all purchases of the tender documents through e-mail, including a despication of the enquiry but without identifying its source. Same will available in the website of e-tender www.mytenderwizard.com/BWSSB.

4.2.1 Pre-tender meeting:

4.2.2. The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at the office of the Executive engineer, North East Malleshwaram, BWSSB Bangalore-560055 on……at 1100 hrs.

4.2.3 The purpose of the meeting will be to classify issues and to answer questions on any matter that may be raised at that stage.

4.2.4 The tenderer is requested to submitted any question in writing or by cable to reach on the employer not later than one week before the meting.

4.2.5 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and he responses given will be transmitted without delay to all purchases of the tender documents amy modifications of the tender documents listed in sub-clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the employer exclusively through the issue of an addendum pursuant to clause and not through the minutes of the pre-tender meeting.

4.2.6 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

5. Amendment of Tender documents

5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

5.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

5.3 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 12.2 below.

C. Preparation of Tenders

6. Documents comprising the Tender

6.1 The tender submitted in e-procurement portal by the tenderer shall contain the documents as follows:

(a) The tender (in the format indicated in section 3)

(b) Earnest Money Deposit

© Priced bill of quantities

(d) Qualification Information Form and Documents:

and any other materials required to be completed and submitted by tenderers in accordance with these instructions. **The documents listed under sections 3,5 and 8 shall be filled in without exception.**

7. Tender prices

7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

7.2 The Tenderer shall fill in the unit rates in figures for all items of the works described in the bill of quantities. The system will automatically convert the unit rates mentioned in figures to words and also calculate the amount of that item as well as the total bid value. Items for which no rate is entered by the bidder will not be paid for by the employer when executed and shall be dimmed covered by the other rates in the bill of quantities.

7.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

7.4 The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustments on any account

8. Tender validity

8.1 Tenders shall remain valid for a period not less than ninety days after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the tenderers may extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing or by cable. A tenderer may refuse the

request without forfeiting his earnest money deposit. A tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

9. Earnest money deposit

9.1 The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as shown in column 4 of the Table of IFT for this particular work. This earnest money deposit shall be in cash or may be in the form of Banker's cheque/ Demand draft/Pay Order, in favour of Chairman, BWSSB payable at Bangalore or specified Small Savings Instruments pledged to Chairman, BWSSB Refer Clause 12 (1) Chapter IV of KTPP Rules 2000.

9.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.

9.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 9.1 and 9.2 above shall be rejected by the Employer as non-responsive.

9.4 The earnest money deposit of unsuccessful tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 8.1.

9.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

9.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 19; or

© in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) sign the Agreement; or

(ii) furnish the required Security deposit

10. Format and signing of Tender

10.1 The Tender shall prepare one original and a copy of the documents comprising the Tender as described in clause 6 of these Instructions to Tenderer bound with the volume containing the Form of Tender and clearly

marked '**original'** and **'copy'** as appropriate. In the event of discrepancy between them, the original shall prevail.

10.2 The original and a copy of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender.

10.3 The tender shall contain no alteration or additions, except those to comply with instructions issued by the Employer or as necessary to correct errors made bt the Tenderer, in which case such corrections shall be initiated by the person signing the Tender.

D. Submission of Tenders

11. Sealing and marking of tenders

11.1 The tenderer shall seal the original and a copy of the Tender in separate envelpoes duly marking the envelopes as 'original' and 'copy'. These envelpoes (called as inner envelpoes) shall then be put inside one outer envelope.

a. All the documents with required details in prescribed format, those are mentioned in different sections in the tender. From of tender, Declaration statement regarding customs/ Excise duty exemption for materials/construction equipment brought to site as mentioned in section 2,etc shall be downloaded, filled with required details, signed, scanned & uploaded to the e-tendeer website https://www.eproc.karnataka.gov.in on or before the time and date indicated in notification/section I IFT.

b. Tender security. As per E procurement portal

The above documents along with notarized copies of documentary evidence as indicted in section-II ITT, section-III qualification information & section IV forms of tender shall be scanned and uploaded to all website compulsorily, failing which tender will be rejected in view of incomplete bid document and the tender shall down load the bill of quantities and key in the rates(in figure only) in the bill of quantities sheet and uploaded the same file on to the website on or before the time and ate indicted in notification/section I IFT.

Scanned copy of bid security provide in the form of banker cheque/demand draft/pay order is to be uploaded to he e procurement portal (f=giving details on the name and package to which bid is submitted)

NOTE:

1. URL of the website for tender submission through e-tender & address ofr submission of hard copy of tender security are as follows:

i. https:www.eproc.karnataka.gov.in.

ii. Executive Engineer (north-East),

Bangalore water supply and sewerage board,

Malleshwaram Bangalore-560011.

Karnataka, India. PH No.080 22945130

2. The details related to submission of tenders, downloading/ uploading of documents or the details are available online in the help wizard, vendor manual & FAQ of above website. The same is provided along with sample formats in Annexure I of the bid document for ready reference.

Deleted

Unique identification number will be automatically generated by the server with time stamp and sent to the account of the bidder as an acknowledgement after finally uploads the bids.

Deleted

12. Deadline for submission of the Tenders

12.1 Tenders must be received by the Employer at the address specified above no

later than ---------- In the event of the specified date for the submission of

tenders being declared a holiday for the Employer, the tenders will be received up

to the appointed time on the next working day.

12.2 The Employer may extend the deadline for submission of tenders by issuing

An amendment in accordance with Clause 5, in which case all rights and

obligations of the Employer and the Tenderers previously subject to the original

deadline will then be subject to the new deadline.

13. Late Tenders

13.1 Any Tender received by the Employer after the deadline prescribed in Clause 12 will be returned unopened to the Tenderer.

14. Modification and Withdrawal of Tenders

14.1 Tenderers may "modify" and "withdraw" their Tenders multiple numbers of times, until the deadline for submission of tenders by operating the relevant provision made in e-tendering. If the tenderer withdraws the tender before the deadline for submission of tender and later if he is interested to submit the tender once again, any do so within the stipulated date & time, the tenderer can once again summit the revulsion to the officer inviting tenders for access to the withdrawn tender document for resubmission. For this tenderer need not make any additional payment towards the cost of tender document. Communication of modification/Withdrawal by other means will not be accepted.

14.2 Deleted

14.3 No Tender may be modified after the deadline for submission of Tenders.

14.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 8.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

1 4.5 Tenderers may only offer discounts for individual items by simply modifying the quoted unit price in the bill of Quantities. Also, Tenderer may enter their overall discount at specified location in the bill of Quantities only, by submitting tender modifications in accordance with this clause. Communication of discount by other means will not be accepted.

E. Tender opening and evaluation

15. Opening of Tenders and evaluation to determine qualified Tenderers:

15.1 The Employer will open the Technical details of all the Tenders received (except those withdrawn), including modifications made pursuant to Clause 14, in the presence of the Tenderers or their representatives who choose to attend at 1530 PM hours on ---------- the date and the place specified in Clause 12. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

15.2 "**WITHDRAWAL**" proposal submitted pursuant to clause 14 shall be read out first and their bids shall not be opened..

15.3 The Tenderers' names, the presence or absence of earnest money deposit (amount, format and validity), the submission of Qualification information and such other information as the employer may consider appropriate will be announced by the Employer at the opening.

15.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 15.3.

15.5 The price Tenders will also be opened.

15.6 The Employer will evaluate and defer mine whether each tender (a) meets the eligibility criteria defined in ITT clause 2;(b) is accompanied by the required earnest monry deposit as per stipulations in ITT clause and (c) meets the minimum qualifications criteria stipulated in ITT clause 3. The employer will draw out a list of qualified tenderers.

16. Process to be confidential

16.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

17. Clarification of Tenders

17.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 19.

17.2 Subject to sub-clause 17.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

17.2 . Subject to sub-clause 17.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

17.3 .Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

18. Examination of Tenders and determination of responsiveness

18.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the tender documents like { (a) Form of tender, (b) Declaration statement regarding customs/ Excise duty exemption for materials/construction equipment brought to site as mentioned in section 2 etc.,} Scanned /uploaded {including documents those are required to be furnished as per section 2,3 & 4 of the tender } (c) is accompanied by the required securities and ; (d) is substantially responsive to the requirements of the tendering documents.

18.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

18.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

19. Correction of errors

19.1

a) Once the Tenderer key in the rates in figures , in the Bill of quantities provide rate in words will be auto generated by the system.

b) Once the Tenderer key in the rates in figures, in the bill of quantities provided, the system will automatically calculate the amount of that item as well as the total bid value.

19.2 Deleted

20. Evaluation and comparison of Tenders

20.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 18.

20.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) Making any correction for errors pursuant to Clause 19; and

(b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 14.5.

20.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

F. Award of Contract

21. Award criteria

21.1 .Subject to Clause 22, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

22. Employer's right to accept any Tender and to reject any or all Tenders

22.1 Not with standing Clause 21, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

23. Notification of award and signing of Agreement

23.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

23.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 24.

23.3. The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of

receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

23.4 . Upon the furnishing by the successful Tenderer of the Performance Security deposit, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

24. Security deposit

24.1 .Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price.

1 - Cash or

2 - Banker's cheque/Demand draft,/Pay Order in favour of ***.....*** Payable at ***.....*** or

3 - Specified Small Savings Instruments pledged to.....

24.2 .The security deposit is provided by the successful tenderer in the form of a Bank Guarantee, it shall be sited either by a Nationalized/ Scheduled bank.

24.3 The security deposit if furnished in cash or demand draft can , if requested be converted to ineptest bearing securities at he cost of all contractor.

24.4. Failure of the successful Tenderer to comply with the requirements of Sub-Clause 24.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

25. Corrupt or Fraudulent practices

25.1.The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time

determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

25.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the Conditions of Contract.

SECTION 3:

QUALIFICATION INFORMATION ,FORMS OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROC EED WITH THE WORK AND AGREEMENT FORM

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the bidder, https://www.eproc.karnataka.gov.in along with the bid.

Note: The detailed procedure for downloading/uploading the documents will be available in above mentioned website.

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration _____

(Attach Copy)

Principal place of business: _____

1.2 Total value of Civil Engineering construction works executed and payments received in the last five years (in Rs. 38.91 Lakhs)[1] (with supporting balance sheet, P/L statement and turnover issued by Charted Account)

2019-20 _____

2020-21 _____

2021-22

2021-23

2023-24

[1] Attach Certificate from Chartered Account by uploading the scanned copies

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	24escript ion of Work	Contract Number	Value of contract Rs. Lakhs	Date of issue of work order	Specified period of contract	Satisfactory report from the Employer
1	2	3	4	5	6	7	8

1.3(a) Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Year	Name of Work	Name of Employer	Duration for work performed			Remarks (Indicate contract reference)
2019-20						
2020-21						
2021-22						
2022-23						
2023-24						

1.4 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) <u>Existing commitments and on-going works:</u>

Description of Work	Place& State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. Lakhs)	Stipulated period of completio

					n
1	2	3	4	5	6

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. Lakhs)	Stipulated Date period of completion	when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.5. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

1.6 Reports on the financial standing of the tenderer , such as profit and loss statements and auditor reports for the last five years.

1.7 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.8 Name, address and telephone ,telex, and fax numbers of the tenders bankers who any provided references if contracted by the employers.

1.9 Evidence of access to financial resources to meet the qualification requirement specified in ITT clause 3.3 (b) cash in hand letter of credit etc. List them below and attach certificate form the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s.....is a reputed company with a good financial standing. If the contract for this work, namely..... (name of the work) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs.....to meet the working capital requirements for executing the above contract.

Sd/-

Name of the Bank, Senior Bank Manger

Address:.....

1.10 Information on Litigations in which the Tenderer is involved:

1.11 The proposed methodology and program of construction, backed with equipment planning and deployment duly supported with board calculations and quality control procedures proposed to be adopted justifying their capability of execution and competition of the work as per technical specifications within the stipulated period of competition as per milestones.

Form of Tender

Description of the Works: **Work of providing and laying 300mm dia RCC NP-3 sewer-line to facilitate white-topping Jayamahal road(TV Tower) to Tagore circle coming under Jayamahal Service Station area of AEE NE-2 sub-divison.**

To

Executive Engineer ,
(North-East division)
18th Cross, Malleswaram,
Bangalore -560 055

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ [in figures] (_____) [in letters].[2]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

The advance payment required is Rs……

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

[2] To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,
Authorized Signature:
Name & Title of Signatory:
_____

Name of Tenderer _____

Address: ----------

Note: The Form of Tender should be duly signed & uploaded failing which the tender will be rejected.

Letter of Acceptance

(letter head paper of the Employer)
_____[date]
To:

_____
[name and address of the Contractor]
Dear Sirs,

This is to notify you that your Tender dated _____ for execution **providing and laying 300mm dia RCC NP-3 sewer-line to facilitate white-topping Jayamahal road(TV Tower) to Tagore circle coming under Jayamahal Service Station area of AEE NE-2 sub-divison. .** name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees —— _____ (_____)
[amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 24.1 of ITT, in the form detailed in Clause 24.1 of ITT for an amount of Rs. /- within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 24.3 of ITT will be taken.

Yours faithfully,

Authorized Signature
Name and Title of Signatory
Name of Agency

Issue of Notice to proceed with the work
(letter head of the Employer)
——————— (date)

To
———————————————— (name and address of the Contractor)
————————————————
————————————————
Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 24.1 and signing of the contract agreement for the construction of ————————[name of the contract] a Tender Price of Rs. ————————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Agreement Form

This agreement, made the _____day of _____20_____, between_____ _____[name and address of Employer] (hereinafter called "the Employer") of the one part and _____ _____ _____ __ _____[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute **Work providing and laying 300mm dia RCC NP-3 sewer-line to facilitate white-topping Jayamahal road(TV Tower) to Tagore circle coming under Jayamahal Service Station area of AEE NE-2 sub-divison.** name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the

provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Drawings;
   viii) Bill of Quantities; and
   ix) Any other document listed in the Contract Data as forming part of the contract.

   The details of jurisdiction of the courts and safety measures included in the contract agreement are as mentioned in Annexure-A

5. The details mentioned in the Annexure-A should be include letter point no.4 mentioned after and then the upload approval DTP in the e-procurement portal

15.Road cutting machine should be used mandatorily while executing the work

16. Any utilities encountered during execution if damaged by the contractor. The same need to be rectified immediately without any delay at his own cost with due approval from the concerned.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said
_____

SECTION 4:
CONDITIONS OF CONTRACT

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_A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation events are those defined in Clause 34 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement

(2) Letter of Acceptance, notice to proceed with the works

(3) Contractor’s Tender

(4) Contract Data

(5) Conditions of Contract

(6) Specifications

(7) Drawings

(8) Bill of quantities and

(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor .

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor’s staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site

within seven days and has no further connection with the work in the Contract.

10. Employer’s and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer’s risks, and the Contractor carries the risks which this Contract states are Contractor’s risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor’s design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage

12. Contractor’s risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Queries about the Contract Data

13.1 The Employer will clarify queries on the Contract Data.

14. Contractor to perform the works

14.1 The Contractor shall performs the Works in accordance with the scope of work detailed vide annexure and as per instructions of Engineer in charge of the works.

15. **The Works to be completed by the Intended Completion Date**

16. Safety

16.1 The Contractor shall be responsible for the safety of all activities on the Site.

17. Discoveries

17.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

18. Possession of the Site

18.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

19. Access to the Site

19.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

20. Instructions

20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

B. Time Control

21. Deleted

21.1 Deleted

21.2 Deleted

22. Deleted

22.1 Deleted

22.2 Deleted

23. Deleted

23.1 Deleted

24. Deleted

24.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the O & M works and the plans for improvement.

24.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

25. Identifying defects

25.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

26. Tests

26.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

27. Deleted

27.1 Deleted

27.2 Deleted

28. Deleted

28.1 Deleted

1 D. Cost Control

30. Variations

30.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);

(b) Omit any item of work;

(c) Change the character or quality or kind of any item of work;

(d**)** Deleted

30.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

30.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing with in 30days, failing

which the work shall be carried out as though there is no variation. In case variation is approved, it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation, if any. Further, approval of the Board has to be obtained for the variation exceeding 5%.

31. Payments for Variations

31.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

31.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

31.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

31.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

31.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

31.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

31.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

32. Submission of bills for payment

32.2 Deleted

32.3 Deleted

33. Payments

33.1 Payments shall be made every month on production of Bill. Payment shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The Contractor shall be liable to pay liquidated damages for shortfall in progress. For Progress beyond the agreed programmed, payment is subject to availability of the grants.

33.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

34. Compensation events

34.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(e) The effect on the Contractor of any of the Employer’s Risks.

(f) The Employer unreasonably delays issuing a Certificate of Completion.

(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

34.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

34.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer’s own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

34.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

35. Tax

35.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

36. Liquidated damages

36.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

36.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

37. Cost of Repairs:

37.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

38. Completion

38.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

39. Taking over

39.1 Deleted

40. Final account

40.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall

decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor’s revised account.

41. As built drawings and /or Operating and Maintenance Manuals

41.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

41.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer’s approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

42. Termination

42.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

42.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(d) the Contractor does not maintain a security which is required;

(e) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(f) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.”

42.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 42.2 above, the Employer shall decide whether the breach is fundamental or not.

42.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

42.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

43. Payment upon Termination

43.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

43.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the

Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

44. Property

44.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

45. Release from performance

45.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. Special Conditions of Contract

1. Labour :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations :

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other

labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

SECTION 6:
CONTRACT DATA

The Employer is :
Name: ***Engineer In Chief , BWSSB*** [1.1]

Address: 2nd ***Floor, Cauvery Bhavan,***

Name of authorized Representative: ***Executive Engineer,***

Water Supply & Sanitary Division

(NE),

Malleswaram
Bangalore 560055.
Ph: 080 22945124

Mem.No.
BWSSB/EIC/CE(N)/ACE(N)-I/DCE(M)-II/TA(N)/1601/2024-25
dt:26.07.2024

The name and identification number of the Contract is :	**Work of providing and laying 300mm dia RCC NP-3 sewer-line to facilitate white-topping Jayamahal road (TV Tower) to Tagore circle coming under Jayamahal Service Station area of AEE NE-2 sub-divison.**

BRIEF SUMMARY : **P/L 300mm dia RCC NP-3 sewer-line**
(insert name and number as indicated in the invitation for tenders) (1.1)
The works consist of Item No. 1 to 9c as in Schedule B
(brief summary, including relationship for other contracts under the project)
The start date shall be the date of issue of notice to proceed with the work. (1.1)
The Intended Completion date for the whole
Of the works is **3 Months** from date of issue of work order 18 (15, 22)
The site possession date is: (18) Date of work order

The site is located at : Jayamahal road (TV Tower) to Tagore circle.
The defects liability period is 365 days, 20 (27)

The liquidated damages for the whole of the works are

Rs.0.1 % per day of contract price (36)

The maximum amount of liquidated damages for the whole of the works is **Ten percent** of final contract price.

The amount is usually computed on the basis of 0.1% the contract price per day. The amount has to be specified as a round figure nearest to the hundred.

The maximum amount of liquidated damages for the whole of the works (36) is **Ten Percent** of final contract price.

The date by which “as-built” drawings (in scale…) in 2 sets are required is within 30days of issue of certificate of completion..(41)

The amount to be withheld for failing to submit “as-built” drawings by the date required is **Rs. 50000.00** (41)

The following events shall also be fundamental breach of the contract: (42.2)

1. The contractor has contravened sub –clause 7.1 and clause 9 of CC

The percentage to apply to the valve of the work not completed representing the Employer's additional cost of completing the work shall be 30 percent (43.1)

. ***Executive Engineer***

Water Supply & Sanitary Division (N-E)
18th cross, Malleswarm Bangalore-560055.
Tel No.080-22945124 **e**

mail:eene@bwssb.gov.in

SECTION 6:

SPECIFICATIONS

As per BOQ

SECTION 6:

TECHNICAL SPECIFICATIONS

I GENERAL

1.1 Scope of Work.

The scope of work under this Contract includes the following:

1.1.1 All work shall be done as per the specifications. The works shall include providing all materials, equipments, labor, tools, plants, transport etc., and all other services necessary for the complete construction including necessary sub-soil investigations.

1.2 Royalties –APPLICABLE AS PER RULES.

1.3 Site Order Book

1.3.1 The Contractor shall maintain an identical pair of Site Order Books (one marked original and the other marked duplicate), at the Site at all times during the execution of the Works for the use of the Engineer and the Contractor. All instructions issued by the Engineer to the Contractor shall be recorded in both sets of the Site Order Book and shall be signed by the issuer and countersigned by the Contractor. After compliance with the instruction, the Contractor shall record the same in both sets of the Site Order Book duly signed and countersigned by the Engineer. Acceptance of any part of the work executed by the Contractor shall be subject to verification with respect to compliance of respective instructions of the Engineer through the Site Order Book. The Engineer shall retain the original copy of the Site Order Book, while the Contractor shall retain the duplicate one.

1.4 Technical Specifications

1.4.1 Engineer shall have the right to modify/alter the Particular Specifications and/or Standard Specifications at any time which promise to confer equal or better quality than the standard specified in the tender document. Such modification or alteration shall be acceptable to the Contractor subject to no additional financial burden to either the Contractor or the Employer.

2 Safety measures

The Contractor shall provide adequate safety measures during excavation. They shall include:

1. Barricading all sides of the open trenches.
2. Red danger lights which can be easily visible from dusk to dawn placed at an interval of 20 m.

3. Traffic signals and display boards giving direction for diversion of traffic at the appropriate places as may be directed by the Engineer.
4. Adequate safe wooden plank / board or steel plate over the trenches to facilitate crossing by the public residing on either side of the trench.
5. Round the clock watch and ward maintaining all safety regulations at the site of work and protecting the site from unauthorized intrusions.

IV BACK FILLING : As per IS

3. Ordinary Concrete

In case of ordinary concrete, mix is not required to be designed by preliminary tests and proportions of cement, fine aggregates and coarse aggregates are specified by volume. The ordinary concrete shall be in four grades designated as M 7.5, M 10, M 15 and M 20. It can also be specified by volumetric mix as given in Table-4 below. For cement which normally comes in bags and is used by weight, volume shall be worked out taking 50 kg of cement as 0.035 cubic meters in volume. Shaking, ramming or hammering shall not be done. Proportioning of sand shall be as per its dry volume and in case it is damp, allowance for 'bulkage' shall be made as per IS: 2386 (Part III).

Ingredients required for ordinary concrete containing one bag of cement for different proportions of mix shall be as given in Table-4 below.

4. Strength Requirement of Concrete

Where Ordinary Portland Cement conforming to IS.269 or Portland Blast Furnace Cement conforming to IS:455 is used, the compressive strength requirements for various grades of concrete controlled as well as ordinary shall be as given in Table-5. Where rapid hardening Portland cement is used, the 28 days compressive strength requirements specified in Table-5 shall be met at 7 days.

For controlled concrete, the mix shall be so designed as to attain in preliminary tests a strength at least 33 per cent higher than that required on work tests for concrete up to and including M 25, and 25 per cent higher for higher grades. Preliminary tests need not be made in case of 'ordinary concrete'.

Table-5
Strength Requirements

Grade of Concrete	**Compressive test Strength on 150 mm cubes after testing in accordance with IS: 516 (N/sq.mm)**	
	Minimum at 7 days	**Minimum at 28 days**
M 10	7	10
M 15	10	15
M 20	13.5	20

M 25	17	25

In all cases, the 28 days compressive strength specified in Table-5 shall alone be the criterion for acceptance or rejection of the concrete.

Where the strength of a concrete mix, as indicated by tests, lies in between the strength for any two grades specified in Table-5, such concrete shall be classified for all purposes as a concrete belonging to the lower of the two grades between which its strength lies.

5 Use of Plums in Ordinary Concrete

Stone Plums shall not be used unless specified in the drawings. When stone plums are used, the size may be from 150 to 300 mm. The maximum dimension of these stones or plums shall not exceed 1/3rd the least dimension of the members.

All plums shall be hard, durable, clean and free from soft materials or loose pieces or deleterious substances in them and shall not have sharp corners.

During concreting the first layer of concrete of the specified mix shall be laid to a thickness of at least two and a half times the thickness of the maximum size of plums to be used. The plums shall then be laid while the top portion of this concrete is still green but sufficiently stiff to prevent complete submergence of the plums under their own weight. These plums shall be about half embedded in the concrete and the remaining part exposed so as to form a key with the next layer of concrete. No plums shall be used for concrete-laid under water.

While placing the plums, care shall be taken to see that the clear distance between any two plums is not less than either the width or thickness of either of the plums. The distance from plums to the outer surface or from any steel reinforcement shall be equal to greatest width of the plum.

If plums of stratified stone are used, they shall be laid on their natural bed. Stones with concave faces shall be laid with the concave portion upwards. The thickness of the next and successive layers of concrete shall be at least twice that of the largest plums. The total volume of plums shall not exceed 15% of the volume of the finished concrete.

SECTION 7:

DRAWINGS

SECTION 8:

BILL OF QUANTITIES

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. 19.1(a)

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 19.1(b)]

SECTION 9:

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ [name of Employer]

_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ [amount of guarantee] [63]_Rupees_____ _____[in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee][64] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

[63] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

[64] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

ANNEXURE-A

DETAILS OF JURISDICTIONS OF THE COURTS AND SAFETY MEASURES TO BE INCLUDED IN THE CONTRACT AGREEMENT

1) Jurisdiction of Courts/Arbitration: The sitting of arbitration shall be held at Bangalore only and nowhere else.

2) Dispute of any kind arising out of the contract shall be resolved within the jurisdiction of Bangalore City only and the parties agree and clearly understand that the courts/tribunals situated at Bangalore Metropolitan City have exclusive jurisdiction for the redressed of the disputes arising out of the contract and at no other place.

3) The parties further agree and understand that the place or places of issue of bank guarantee other than Bangalore will have no jurisdiction to resolve dispute of any kind relating to enforcement of the bank guarantees submitted by the contractor at Bangalore for the execution of the contract at Bangalore.

4) The contractor shall comply with all the legal requirements in the matter of employment of workmen and provide all safety gadgets to the workmen while working in the hazards place or conditions during the execution of the contract.

5) Contractor shall be fully responsible in the event of death of employee/workman during the execution of the work and liable to pay adequate compensation to the dependents of employee/workman as per law.

6) On his/their failure, if the Board is made to pay compensation the same shall be recovered by the Board from the contractor out of the amounts due to the contractor or by appropriate legal action.

7) If death of any employees occurs during execution of work due to negligence of contractor, the contract will be liable for termination.

8) In the event of such termination, the employer may consider blacklisting of firm are due notice.

9) In case of any death or accident the contract will be cancelled after following due process.

10) The Board will be entitled to claim exemplary damaged from the contractor in case of death of any work man/employees of the contractor in any of the BWSSB works as it damages the reputation of the Board.

11) Road cutting machine should be used mandatorily while executing the works.

12) Any utilities executed during execution if damaged by the contactor, the same need to be rectified immediately without any delay at his own cost with due approval from concerned.